

**VILLAGE OF SLEEPY HOLLOW  
MAYOR AND BOARD OF TRUSTEES  
RESOLUTION GRANTING SPECIAL PERMIT AND APPROVING THE  
RIVERFRONT DEVELOPMENT CONCEPT PLAN FOR THE  
LIGHTHOUSE LANDING RIVERFRONT DEVELOPMENT**

WHEREAS, an application to grant a Special Permit and approve a Riverfront Development Concept Plan for the construction of a mixed-use riverfront development project (“Project”) was made by Roseland/Sleepy Hollow, LLC ( “Roseland”) and General Motors Corporation, (“Old GM”) to the Mayor and Board of Trustees (the "Village Board") of the Village of Sleepy Hollow (“Village”); and

WHEREAS, on or about December 13, 2007 Old GM advised the Village that Roseland had withdrawn as a co-applicant; and

WHEREAS, Old GM filed for bankruptcy on June 1, 2009 under Chapter 11 of the United States Bankruptcy Code, and on or about June 15, 2009 Old GM informed the Village of its intention to assign its interests in the Project to a purchaser in a “363 Transaction” under the Bankruptcy Code; and

WHEREAS General Motors LLC (“Applicant”), a Delaware limited liability company, has advised the Village that it is the successor to Old GM to the interests of Old GM in the Project, the application, and the real estate and agreements with the Village which are the subject of the application;

WHEREAS, the Project is proposed to be located on the Site of the former General Motors automotive assembly plant located at 199 Beekman Avenue, Sleepy Hollow, New York, and which consists of three parcels: 115.10-1-1, 115.11-1-1; and 115.15-1-1, collectively totaling approximately ±94.5 acres (the "Site"); and

WHEREAS, the Project to be known as "Lighthouse Landing" consists of (a) 1,177 residential units; (b) approximately 135,000 square feet ("sf") of retail space (including a  $\pm 25,000$  sf market,  $\pm 18,000$  sf cinema,  $\pm 89,000$  sf of shops/restaurants principally along Beekman Place, and a  $\pm 5,000$  sf restaurant located within a proposed hotel); (c)  $\pm 35,000$  sf of office space; and a 140-room hotel; (d) the potential for the addition of 6,000 sf of retail/restaurant space; (e) approximately 45 acres for public open space, public interest or public use (e.g., roads, sidewalks and utility access), including an approximately 16.1 acre public waterfront open space which includes the approximately 13.1 acres of waterfront open space, expanded buffer area and Village Green and approximately 3 acres for the Central Park Green (collectively "The Waterfront Open Space") to be conveyed to the Village as permanent public open space, a portion of which abuts and potentially enhances Kingsland Point Park; (f) all roads and utilities to be constructed on the West Parcel (excluding the water system upgrades to be constructed by the Village off the Site); (g) rip rap repairs; (h) Kingsland Point Park Buffer and an emergency access to Kingsland Point Park; (i) removal of the existing overpass connecting the East and West Parcels; and (j) the reconstruction and upgrade of the Beekman Avenue bridge to a minimum HS 25 structural standard; and

WHEREAS, the Village Board acted as Lead Agency for the environmental review of the Project conducted under the State Environmental Quality Review Act (SEQR) and did determine in the Environmental Findings Statement adopted July 24, 2007 (the "Findings Statement"), that the proposed Project, with the mitigation measures identified therein, would minimize or avoid adverse environmental effects to the maximum extent practicable; and

WHEREAS, in November 2007 Old GM commenced an Article 78 proceeding challenging certain conditions imposed on it and Roseland in the Findings Statement, which

proceeding resulted in a January 8, 2010 Court Decision, Order and Judgment sustaining some conditions and amending or striking others; and

WHEREAS, the Applicant has asked the Village Board to resume processing the Application on behalf of the Applicant, and the Village Board believes it is in the best interests of the Village to do so, although the Applicant has advised the Village of its intention to convey its interests in the Project to an unknown third party (“Developer”) and not to develop the Project itself or in a joint venture or partnership with the Developer; and

WHEREAS, the application including the Riverfront Development Concept Plan (RDCP) has been amended to conform to the Findings Statement, the January 8, 2010 Decision, Order and Judgment and as a result of discussions with the Village and GM; and

WHEREAS, the Applicant has submitted an Environmental Assessment Narrative describing the amendments and changes and their potential impacts on the environment compared to those described in the Findings Statement and, after a public meeting held on January 25, 2011, the Village Board has made additional findings (the “2011 Amended Findings”) and a written determination that the implementation of the Project as now described and proposed will not result in adverse environmental impacts significantly different than those that were addressed in the Findings Statement; and

WHEREAS, the Village Board held a public hearing on the Special Permit and Concept Plan application on February 15, 2011, during which all persons interested in commenting on the Special Permit and Riverfront Development Concept Plan application were provided an opportunity to be heard; and

WHEREAS, in support of the Special Permit and Concept Plan Approval Application the Applicant has submitted the following large-scale plans prepared by Divney Tung Schwalbe generally entitled:

	<b>Title</b>	<b>Scale</b>	<b>Issue Date</b>
	Cover Sheet	As noted	12/3/10
SP-1.0	Master Site Plan	1" = 100'	12/3/10
SP-1.1	Site Geometry Plan	1" = 50'	12/3/10
SP-1.2	Site Geometry Plan	1" = 50'	12/3/10
SP-1.3	Site Geometry Plan	1" = 50'	12/3/10
SP-1.4	Site Geometry Plan	1" = 50'	12/3/10
SP-2.1	Site Grading & Utility Plan	1" = 50'	12/3/10
SP-2.2	Site Grading & Utility Plan	1" = 50'	12/3/10
SP-2.3	Site Grading & Utility Plan	1" = 50'	12/3/10
SP-2.4	Site Grading & Utility Plan	1" = 50'	12/3/10
SP-3.1	Conceptual Landscape Plan	1" = 50'	12/3/10
SP-3.2	Conceptual Landscape Plan	1" = 50'	12/3/10
SP-3.3	Conceptual Landscape Plan	1" = 50'	12/3/10
SP-3.4	Conceptual Landscape Plan	1" = 50'	12/3/10
SP-4.0	Conceptual Erosion & Sediment Control Plan	1" = 100'	12/3/10
EX-1.0	Existing Conditions Plan	1" = 100'	12/3/10

In addition to the above, Divney Tung Schwalbe also submitted a further amended Riverfront Development Concept Plan dated November 29, 2010 (together, the "Concept Plan"). In support of the Concept Plan, Applicant also submitted a set of preliminary architectural drawings prepared by the Lessard Group, Inc. essentially illustrating selected buildings of the project dated May 15, 2007 (the "Lessard Plans").

	<b>Title</b>	<b>Scale</b>	<b>Issue Date</b>
00a	Overall Site Plan	1" = 40'	5/15/07
00b	Overall Tabulation	-	5/15/07
00c	Parking Diagram	1" = 40'	5/15/07
01a	Building A	1" = 40'	5/15/07
01b	Building A	1/16" = 1'	5/15/07
02a	Building B	1" = 40'	5/15/07
02b	Building B	1/16" = 1'	5/15/07
03a	Building C	1" = 40'	5/15/07
03b	Building C	1/16" = 1'	5/15/07

05a	Buildings F and G	1" = 40'	5/15/07
05b	Building F	1/16" = 1'	5/15/07
05c	Building G	1/16" = 1'	5/15/07
06a	Building H	1" = 40'	5/15/07
06b	Building H	1/16" = 1'	5/15/07
08a	Buildings K & L	1" = 40'	5/15/07
08b	Building K	1/16" = 1'	5/15/07
08c	Building L	1/16" = 1'	5/15/07
08d	Buildings K & L	1/16" = 1'	5/15/07
09a	Building M	1" = 40'	5/15/07
09b	Building M	1/16" = 1'	5/15/07
09c	Building M	1/16" = 1'	5/15/07
011a	Building R	1" = 40'	5/15/07
011b	Building R	1/16" = 1'	5/15/07
011c	Building R	1/16" = 1'	5/15/07
12a	Block Q	1/8" = 1'	5/15/07
12b	Block Q	1/16" = 1'	5/15/07
12c	Block Q	1/16" = 1'	5/15/07
12d	Block Q	1/16" = 1'	5/15/07

WHEREAS, the above referenced plans, as modified, are hereinafter collectively referred to as the "Riverfront Development Concept Plan"; and

WHEREAS, the record of the Project's approval process is fully described in the Draft Environmental Impact Statement accepted as complete on January 11, 2005 ("DEIS"), the Final Environmental Impact Statement accepted as complete on December 19, 2006 ("FEIS"), the Environmental Assessment Narrative accepted as complete on December 14, 2010, the Findings Statement, the 2011 Amended Findings, and the application materials referenced above; and

WHEREAS, the Village Board has reviewed the application for Special Permit and Concept Plan Approval in accordance with Section 62-5.1.N.(2)(a-c) and (3)(a-g) of the Zoning Code of the Village of Sleepy Hollow; and

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Section 62.5.1.N (2) (a-c) and (3)(a-g) of the Zoning Code, the Village Board determines that the Project, as described

above and modified by the conditions enumerated in this Special Permit and Riverfront Development Concept Plan Approval, meets the following standards:

**I. Conformance of the Concept Plan with the Requirements of the Riverfront Development District - §62-5.1.N(2)**

*a. The Concept Plan will substantially fulfill all of the purposes of the Riverfront Development Zoning (RF) District.*

*a.1.* The overall purpose of the RF District is to promote the policies and purposes of the Local Waterfront Revitalization Program (the “LWRP”), including positive development and revitalization of the waterfront area, while ensuring such revitalization is sensitive to the Village’s coastal and community resources. The proposed Lighthouse Landing Riverfront Development Concept Plan revitalizes a significant unused portion of the Village's waterfront and replaces an existing incompatible land use, consisting almost entirely of impervious concrete slab and asphalt parking lot, with a mixed-use neighborhood including commercial, residential, recreational, and public uses. This is consistent with the RF District purposes of providing residential and waterfront commercial uses to serve as a catalyst for the economic revitalization of the Village core area. The Project is anticipated to result in an annual net fiscal surplus to the Village, and Tarrytown Union Free School District. In addition, the improved quality of the Site, and additional residents, employees and visitors is expected to spur additional business activity in the Inner Village and encourage revitalization.

*a.2.* The RF District purposes also stress achieving public access to the coastal area, providing further opportunities for permanent public views and visual access to the Hudson River, and increasing pedestrian public access to the waterfront, and

integrating that access with existing and anticipated pedestrian access opportunities on adjacent lands. The Project incorporates uses that are waterfront-compatible and achieves full unobstructed public access along its entire  $\pm 2,300$  linear foot shoreline, where there was none before. The Project's configuration and extensive public open space (including approximately 16.1 acres of waterfront parkland and open space) provide for numerous and significant permanent public views of the Hudson River, and prevent the loss of existing significant public views of the Hudson River and opposite shore. The open space components have also been designed to connect with neighboring open space resources such as Kingsland Point Park, and Horan's Landing and includes pedestrian and bike paths through the open space that allow for the extension of the Hudson River Greenway Trail.

- a.3.* In addition, the Applicant has developed, in coordination with Village staff and design consultants, a comprehensive Design Guidelines document that establishes design principles for, among others, architectural treatment and scale, materials, building orientation, streetscapes, and open spaces. The Design Guidelines responds to the RF District purpose of encouraging a mix of uses on the waterfront with a consistent set of design standards.
- a.4.* The RF District also includes several purposes related to natural resources, including protecting sensitive environmental areas, to prevent soil erosion, sedimentation, and slope failure, and to prevent water and air pollution. To minimize the erosion and sedimentation from both construction activities and post-development conditions, a detailed erosion and sediment control plan will be

prepared during Site Plan review by the Developer. The plan will outline the structural measures to be provided during all activities, the amount of soil exposure that can be properly managed, the location of access, storage of materials and inspection and maintenance requirements. The Project also will comply with the NYSDEC General Permit for Stormwater Discharges From Construction Activities. The Project will result in a substantial reduction in the total amount of impervious coverage and shall include a series of structural measures, such as sediment traps and hydrodynamic separators, which will provide sediment and nutrient removal.

*a.5.* The Project also incorporates significant landscaping (the Conceptual Landscape Plan (SP.3.1-SP3.4 noted above) indicates over 3,000 trees and shrubs), which would replace currently impervious surface area, thereby reducing potential stormwater runoff.

*b. The Concept Plan will be in harmony with the appropriate and orderly development of the Village's waterfront area*

*b.1.* The area surrounding the Site is characterized by a mix of retail and commercial uses, a number of residential areas, Historic Hudson Valley's (HHV) Philipsburg Manor Restoration, public uses (e.g., DPW garage) and park and open spaces (e.g., Horan's Landing, Kingsland Point Park). The Project would transform the Site from an almost entirely concrete slab and asphalt parking lot into a mixed-use neighborhood including condominium, apartment and townhouse residences, retail space, office space, a hotel and cinema building. These types of uses are commonly found in a mixed-use setting, are consistent with the permitted uses in



the RF district, and are compatible with surrounding development patterns and land uses.

b.2. The Project provides for a total of approximately 45 acres (approximately 47.6% of the Site area) for open space, public interest, or public use (e.g., roads, sidewalks and utility access). The open space includes approximately 16.1 acres on the waterfront that will allow for the construction of the Village's Waterfront Open Space recreational components. These provide a variety of water-dependent recreational uses within a substantial waterfront park environment. The inclusion of this substantial open space along the Hudson River and Kingsland Point Park improves the relationship between the Site and surrounding public property.

c. *The Concept Plan is consistent with the policies and purposes of the Village's LWRP.*

The proposed Project has been reviewed by the Village's WAC for consistency with the goals and objectives outlined in the Village's LWRP. On January 10, 2007 the WAC issued a consistency recommendation that the Project was consistent with LWRP goals and objectives. The Village Board, as required under Chapter 59-A-5.H. of the Village Code has completed its own consistency determination and has found that the Project, with modifications set forth therein, meets the specific requirements for promoting water compatible/water-enhanced uses and is consistent with the goals and policies of the Village's LWRP.

## **II. Conformance of the Project with the Conditions and Standards for Issuance of a Special Permit - §62-5.1.N(3)**

a. *The Project will fulfill all of the purposes of the Riverfront Development Zoning (RF) District.*

The overall purpose of the RF District is to promote the policies and purposes of the LWRP, including positive development and revitalization of the waterfront area, while ensuring such revitalization is sensitive to the Village's coastal and community resources. For the reasons stated above, the Project fulfills this purpose. The Village Board, after due consideration of the record, including the WAC's consistency recommendation, also finds the Project to be consistent with the goals and objectives of the Village's LWRP.

- b. The Project meets the riverfront development design standards set forth in Section 62-5.1V, to the extent applicable at the Special Permit stage.*

Riverfront Development Design Standards - 62-5.1(V)

1. Comprehensive design (a-d)

The mix of residential and commercial uses complement each other by providing a built-in market for the new businesses, and the services provided by these businesses will help to meet the needs of the new residents for goods and services, without necessarily requiring them to leave the Site or take a private automobile. As described above, the improvement of the Site, and the new residents, employees and visitors are expected to serve as a catalyst for the economic revitalization of the Village's core area. Suitable provision for ingress/egress, circulation and utility service have been provided. The Design Guidelines included in the Project FEIS will be used as a standard of design for the creation of a distinct waterfront district in the spirit of an "old Hudson River community," as defined in the Village's LWRP and RF district regulations. The Project substantially increases access to the Hudson River waterfront, providing public access along the complete length of the Project's shoreline, and connecting

with adjacent public open spaces. The Project also expands the opportunities for public views of the Hudson River.

2. Relationship to uses on surrounding public property

The Riverfront Open Space and the buffer area adjacent to Kingsland Point Park will serve as the central portion of a “green crescent” concept of publicly accessible open space linking Kingsland Point Park, DeVries Park, the Village’s Headless Horseman Trail, Horan’s Landing, HHV’s Philipsburg Manor Restoration, Sleepy Hollow Cemetery, Douglas Park and the Rockefeller State Park Preserve. The Project open space will also accommodate continuation of the Westchester County Riverwalk as it connects to the existing portion along Ichabod’s Landing site and eventually through to Kingsland Point Park. The uses and site plan configuration proposed near the Project’s entrances are compatible with surrounding development, and the Project will also involve the donation of approximately 20 acres on the East Parcel (not including approximately 8 acres identified to be for the benefit of Historic Hudson Valley for the enhancement of the Philipsburg Manor Upper Mill Historic Site) and 17± acres on the West and South Parcels to the Village for public use, including the recreational facilities, parking and space to support the provision of enhanced public services and uses.

3. Relationship to the Hudson River

The layout of the streets, buildings, and open spaces functions to maximize physical and visual access to the Hudson River for both residents and non-residents. The opportunities for direct physical access to the water include

fishing from the pier at the end of Beekman Avenue, boat access at the “dock and dine” pier, and small craft launching from the floating pier and expanded waterfront access area in the cove near Kingsland Point Park. The Project also includes a stormwater management system and will result in a substantial reduction in impervious surfaces as compared to the existing remnants of the former industrial use, which is anticipated to improve the quality of water being discharged to the Hudson River. The Project design therefore appropriately appreciates and addresses the Site’s important relationship to the Hudson River.

4. Provision of view corridors and protecting views to the Hudson River

The Project’s street system has been laid out so that all primary streets and the riverfront roadways lead to the Hudson River, so as to utilize the River as an organizing focus for the community and to provide view corridors that maximize views of the water. Several of the streets also flare towards their ends, providing for wider public view corridors to the Hudson River. The Project design also includes continuous open space along the Project’s entire shoreline, providing significant new view opportunities at the River’s edge. This perimeter open space requires that new buildings be located further away from the River’s edge, minimizing perception of building scale on views towards the Village from the water. The DEIS, FEIS and Environmental Assessment Narrative provided graphics depicting expected visual conditions from multiple vantage points throughout the Village, including viewsheds identified by the Village’s LWRP, and indicated that the significant existing public views of the River and the far shore will not be blocked.

5. Architectural design standards (a-h)

The Applicant, Village staff and design consultants have prepared a comprehensive Design Guidelines document that establishes design principles for, among others, architectural treatment and scale, materials, building orientation, streetscapes, and open spaces. The Design Guidelines will integrate cohesive design, maintain an appropriate Hudson River waterfront community image, and provide visual interest consistent with the framework found acceptable by the Village Board. A set of preliminary architectural drawings for certain of the proposed West Parcel buildings, prepared by the Lessard Architectural Group and dated May 15, 2007 (Lessard Plans), are intended to illustrate the concepts expressed in the Design Guidelines. The Village Board and Village staff and consultants have preliminarily reviewed these drawings and the Village Board finds that they advance the Village Board's design objectives, are generally consistent with the Design Guidelines, and will serve as the basis for the architectural design of the Project during the Site plan approval process. The Village Board accepts the Design Guidelines as a policy document to guide the Village in matters of Site Plan and architectural design.

6. Landscaping, screening and buffering (a-c)

6.a. The Developer will be required to commit to retaining a duly qualified landscape architect to assist in the more detailed design of the street tree planting and landscaping of the Project.

6.b. The Project will incorporate appropriate street tree planting and landscaping along street right-of-ways, within pocket parks and in building courtyards, as part of the Comprehensive Landscape Plan to be included as part of the Site Plan Application.

## 7. Lighting

The Project includes the potential for utilizing the decorative style streetlight fixtures installed on Beekman Avenue or similar decorative style lighting along the new roadways in order to encourage pedestrian use and provide an attractive and compatible appearance.

## 8. Signage

Signage for the Project will be designed to complement the character of the architecture and will be prepared for Planning Board review and approval as part of the site plan review process. All signage shall be in accordance with a comprehensive signage plan and sized and scaled appropriately for its purpose.

## 9. Vehicular circulation system and traffic access

9.a. In order to be capable of handling the delivery of construction materials to the site, the Beekman Avenue Bridge needs to be upgraded to a minimum HS25 standard. To reduce commuter use of automobiles, the Developer will provide a jitney/shuttle service during Metro-North peak hours that will run through the Site and transport commuters to the nearby Tarrytown Metro-North station.

9.b. As described in the Design Guidelines, most of the Project's streets will have parking on both sides of the roadway and traffic lanes widths of 11-12 feet. This approach is consistent with traditional neighborhood design techniques designed to provide for traffic calming and a more pedestrian friendly streetscape.

#### 10. Public access (a-c)

The Project provides pedestrian access along the entire length of its Hudson River shoreline. This open space has also been designed with connections to surrounding open spaces such as Kingsland Point Park, and Horan's Landing, facilitating a continuous riverfront pedestrian path system. The waterfront open space far exceeds the minimum width standards of the RF-district. Access into the Park shall be provided across the buffer from the Project to the Park, although there shall be no provision for traffic through Kingsland Point Park, other than for emergency, park maintenance and pedestrian access.

#### 11. Off-street parking and loading (a-g)

The Project includes a number of parking and loading facilities that have generally been designed in coordination with the proposed uses, street system, and open space network. The spaces are proposed in off-street lots, garages, below-grade structures and on-street locations. The bulk of the parking spaces are provided in below-grade structures, garages or in lots that are effectively screened by buildings. The remaining open lots will receive suitable landscaping to screen and minimize visual impact of the parking areas. Overall, the Project provides

approximately 3,150 spaces on the west and South Parcels directly associated with its residential and commercial uses. The parking is distributed appropriately and in coordination with the street system. As documented in the Findings Statement, and the 2011 Amended Findings given that the Site has a transit and pedestrian orientation, and in consideration of the alternative parking methods incorporated into the project, including shared parking, parking incorporated within buildings, and valet parking, the Project will provide adequate parking. As authorized in §62-5.1(V)(12)(g)(2), the Village Board finds that the alternative parking methods are acceptable and that in accordance with the provisions of 62-5.1(R) the off-street parking requirements of the Zoning Ordinance have been satisfied.

12. On-site utilities and services (1-6)

All new utilities within the Project will be located underground. As described during the environmental review, the Project will be served by public water and sewer systems, which will have, following the Village's completion of planned water systems improvements, adequate capacity to serve the new uses. The Project also incorporates a stormwater management system that will provide water quality treatment of surface runoff from buildings and pavement areas prior to discharge to the Hudson River.

*c. The proposed riverfront development or special-use project will be in harmony with the appropriate and orderly development of the Village's waterfront area.*

*c.1.* The Project is the second Riverfront Development project to be constructed along Sleepy Hollow's waterfront and the centerpiece of the RF-Riverfront Development District. The area surrounding the Site is characterized by a mix of retail and commercial uses, a number of residential areas, historic properties,



public uses (e.g., DPW garage) and park and open spaces (e.g., Horan's Landing, Kingsland Point Park). The Project would transform the Site from an almost entirely concrete slab and asphalt parking lot into a mixed-use neighborhood including condominium, apartment and townhouse residences, retail space, office space, a hotel and cinema building. These types of uses proposed are commonly found in a mixed-use setting, are consistent with the permitted uses in the RF district, and are compatible with surrounding development patterns and land uses.

c.2. The Project also provides for a total of approximately 45 acres (approximately 46% of the Site area) for open space, public interest, or public use, including the approximately 16.1 acre Waterfront Open Space which will allow for the installation of the Village's Waterfront Use Master Plan recreational components. These provide a variety of water-dependent recreational uses within a substantial waterfront park environment. The inclusion of this substantial open space along the Hudson River and Kingsland Point Park improves the relationship between the Site and surrounding public property.

d. *The proposed riverfront development or special use project will not hinder or discourage the appropriate development and use of adjacent lands.*

As noted above, the Project will transform an almost entirely concrete slab and asphalt parking lot into an active mixed-use community. The existing condition of the Site discourages development and investment in adjacent lands; the redevelopment of the Site is expected to create a more favorable environment for surrounding properties. The Project also includes a substantial buffer between Kingsland Point Park and the

nearest development, protecting and expanding the recreational usage of that public resource.

- e. *The proposed land uses of the project will be in accordance with the approved riverfront development concept plan.*

The current Riverfront Development Concept Plan which was the subject of the 2011 Amended Findings has been prepared taking into account the requirements set forth in the Village's Zoning Code, LWRP and other applicable Village, and County, and State regulations. All proposed land uses are compliant with the RF-District's use regulations.

- f. *The proposed riverfront development or special use project is consistent with the policies and purposes of the Village's LWRP.*

The Project has been reviewed by the Village's WAC for consistency with the goals and objectives outlined in the Village's LWRP. The WAC issued a consistency recommendation that the proposed Project was consistent with LWRP goals and objectives. The Village Board, as required under Chapter 59-A-5.H. of the Village Code has completed its own consistency determination and found that the proposed Project, with modifications set forth herein, meets the specific requirements for promoting water compatible/water-enhanced uses and is consistent with the goals and policies of the LWRP.

- g. *The proposed project is otherwise in the public interest.*

The Project replaces a currently incompatible and under-used land use and provides for meaningful permanent public access to the Hudson River where none existed previously since the 19th century. The Project also designates approximately 46% of the Site for open space or other public uses. The Project is also anticipated to provide an annual net fiscal surplus to the Village and to the Tarrytown Union Free

School District. All of these items have significant value to the Village and help advance the public interest.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Mayor and Board of Trustees hereby approves the issuance of a Special Permit to the Applicant, and this Resolution shall be such Special Permit, and grants Riverfront Development Concept Plan Approval to the Applicant to construct the Project conditioned upon the full compliance with the following:

1. This Special Permit is issued and the Riverfront Development Concept Plan Approval is granted to the Applicant on the conditions set forth in this Resolution. The Permit may only be assigned to a Developer who provides to the Village in form and substance reasonably satisfactory to the Village Attorney a statement that it will (a) assume and be subject to the obligations of the Applicant as described in the application, the FEIS, the Findings Statement as amended, and this Resolution and (b) that neither the Developer nor any of its controlling shareholders or parties (or, if a subsidiary or affiliate of another entity, the controlling shareholders or partners of such entity) or principal officers and employers have within the past 10 years been convicted of a felony, or debarred from contracting with the United States, any state, or any municipal subdivisions or agency of any state.

The Applicant shall use its commercially reasonable efforts to expeditiously select a Developer. Within 30 days following the date of the adoption of this Resolution, the Applicant shall issue a Request for Proposals ("RFP") the terms of which shall be at Applicant's sole discretion, but which shall include the applicable terms of this Resolution, to a list of potential Developers whom the Applicant deems to be qualified, who will have

60 days to respond. Applicant will attempt to choose a Successor Developer within 60 days after the last timely response is received and attempt to close title within 120 days after the choice has been made. GM will be considered the applicant for the approvals until it has conveyed the property to a Successor Developer, at which time the Successor Developer will assume all of the obligations of the Applicant. In the event closing of title is deferred for any reason, but the Developer is given possession of the Project Site in advance of title closing, the Project Site shall be deemed to have been restored to fully taxable status. If the Project Site is restored to fully taxable status after the commencement of a tax year, then the taxes for that year should be pro-rated so that full tax shall not relate back, but shall only be adjusted for the future (the remainder of the particular tax year). Applicant will consult with the Village on the choice of the Developer, but such choice will be solely within the discretion of Applicant who has the right not to select any of the proposals should it determine that none of the proposals are acceptable to it.

2. These conditions will apply to whichever of the Applicant or Developer is carrying forth the Project from time to time, and the term “Developer” in the succeeding conditions shall mean the entity carrying forth the Project at the time the condition is applicable.
3. The Project shall be constructed as described and detailed in the Riverfront Development Concept Plan, by the Findings Statement, 2011 Amended Findings Statement and this Resolution.
4. The residential portion of the Project shall be designed and planned to provide that 70% of the dwelling units will be offered for sale as condominium units or townhouses and 30% for lease; provided, however, that up to 40% of such units may be rented if the market

conditions existing when units are completed make sale of such units not reasonably profitable.

5. The Developer shall diligently pursue all required local, state and federal permits/ approvals and the performance of all necessary design work to allow for the reconstruction and upgrade of the Beekman Avenue Bridge to a minimum HS25 standard and the removal of the existing connector between the East and West Parcels. In this regard,
  - A. No building permit for any Project building (other than buildings that will be used for sales models that may be constructed on the South Parcel) will be issued prior to improvement of the Beekman Avenue Bridge to an HS 25 standard to accomplish the objectives set forth in Paragraph F below and removal of the existing connector. No temporary or permanent certificate of occupancy for any Project building will be issued prior to completion of the reconstruction and repair work on the Beekman Avenue Bridge and removal of the existing connector.
  - B. Prior to the Beekman Avenue Bridge reconstruction being commenced the Developer shall commence working with a Village established design working group described above on the surface streetscape design for the bridge.
  - C. The Developer shall submit designs for the Beekman Avenue Bridge surface streetscape and other above-grade components to the Village Board for review and approval.

- D. Permit applications shall be submitted to the other relevant permitting agencies for reconstruction of the Beekman Avenue Bridge in accordance with acceptable engineering standards.
  - E. If the permit approvals from these other agencies result in substantive changes to the surface streetscape design, the Developer will be required to return to the Village Board for their review and approval.
  - F. During the construction of the Beekman Avenue Bridge, the Developer will use its commercially reasonable efforts to make continuous pedestrian and vehicular access provided at all times, including but not limited to the replacement of the bridge in sections. The Developer will be required to provide emergency access over the Beekman Avenue Bridge throughout the repair and reconstruction process.
6. To address East Parcel access issues and the unsatisfactory condition of the viaduct from Beekman Avenue to the East Parcel, the Village may provide for either reconstruction and upgrade of the viaduct to a minimum H15 standard or demolition of the viaduct (“Viaduct Work”). The Developer shall cooperate with the Village to allow the Viaduct Work to be performed concurrently with the reconstruction of the Beekman Avenue Bridge and to permit the Village to avail itself at no cost to it of flagman and other rail and traffic control mechanisms employed by the Developer during such reconstruction; provided, however, if the Village is not ready to use such flagman and other rail and traffic control mechanisms employed by the Developer at the time of such reconstruction, then the Developer’s obligation to allow such use shall cease, and the lack of readiness shall not affect the Developer’s schedule.

7. In order to provide for the Project's water supply needs, the Developer shall make a contribution of \$650,000 to the Village to be used for design and construction of water system upgrades with such payment to be made on the earlier of 120 days after the closing of title to the Successor Developer, or 120 days after the Project Site shall have been deemed to have been restored to fully taxable status under Paragraph 1 of this Resolution, or 30 days after the approval by the Village Planning Board of preliminary subdivision approval and site plan approval for the first phase of the Project ("Approvals"). The funds will be deposited in escrow and not released until the occurrence of the following:
- a.* The plans for the water system have been approved by all appropriate governmental agencies with respect to capacity to serve the Project and consistency with the Approvals;
  - b.* A contractor has been selected to construct the improvements and has entered into a construction contract; and
  - c.* The Village has actually issued bonds and/or bond anticipation notes for the purpose of financing all or part of the improvements.

If the \$650,000 has not been paid on or before the expiration of one year after the Village has granted the Approvals ("Trigger Date"), then such amount shall be adjusted to account for changes in the cost of living as follows: Starting on the Trigger Date, the \$650,000 shall be increased by the percentage increase from the Trigger Date to the date of payment in the Consumer Price Index – All Urban Consumers (New York – Northern New Jersey – Long Island) of the Bureau of Labor Statistics.

8. To fund infrastructure, mitigation measures and amenities identified in the FEIS or the Findings Statement as amended or determined by the Village reasonably to be needed to alleviate impacts related to the Project, in lieu of any requirement that the Developer design and construct infrastructure, mitigation measures and amenities beyond those expressly stated in the 2011 Amended Findings to be the responsibility of the Developer, the Developer shall pay \$11.5 million (“Developer’s Maximum Contribution” or “DMC”) to the Village as follows:
  - a. 15% within 30 days after any Permittee receives both preliminary subdivision approval and site plan approval for the first section of the Project to be developed;
  - b. 40% within 30 days after any Permittee receives Certificates of Occupancy for the first 587 residential units or the first 65,000 square feet of non-residential space;
  - c. 35% within 30 days after any Permittee receives Certificates of Occupancy for the next 350 residential units or the next 30,000 square feet of non-residential space; and
  - d. 10% within 30 days after any Permittee receives Certificates of Occupancy for any residential units or non-residential space in addition to those with respect to which the prior two DMC payments were made.

Such payments are specifically intended to be utilized by the Village, among other infrastructure, mitigation measures and amenities, to complete the repair or demolition of the East Parcel viaduct, the construction of the DPW and fire/ambulance facilities, and the provision of a low-profile fire-fighting vehicle (or other acceptable fire-fighting measure for the proposed below-grade parking levels) and shall not be used to pay for any ordinary operating expenses of the Village or the salaries and benefits of the Village employees or to reduce real property taxes



The required amenities/mitigation measures intended to be funded by the DMC will be available as necessary to service the Project, but the repair or demolition of the East Parcel viaduct, the construction of the DPW and fire/ambulance facilities, and the provision of a low-profile fire-fighting vehicle (or other acceptable fire-fighting measure for the proposed below-grade parking levels) must all be completed prior to the release of the final payment. The Village may, at its discretion, fund these actions in whole or in part from other sources. Such payments shall also be made in lieu of the Developer designing, constructing, or providing the following improvements:

- a. All East Parcel improvements, including, but not limited to,
    - i. the extension of Continental Street,
    - ii. the 150-car parking lot,
    - iii. any and all Recreational facilities,
    - iv. the DPW facility,
    - v. the viaduct repair or demolition,
    - vi. the methane mitigation involving asphalt scarification,
    - vii. the New York State Department of Environmental Conservation (“NYSDEC”) approved cap,
  - b. Repairs to lighthouse,
  - c. Flooding study,
  - d. Inter-municipal transit study or funding for an inter-municipal traffic district,
  - e. Security camera system,
  - f. Downtown Revitalization Corporation contribution,
  - g. Pocantico River/estuary watershed study,
  - h. Rte. 9 / New Broadway traffic study,
  - i. Traffic Signal upgrades, including any at Beekman and Pocantico intersection,
  - j. Firehouse/ambulance facility,
  - k. Purchase of a low-profile fire-fighting vehicle,
  - l. Arborist for Village
9. To provide open space, public waterfront access, recreational facilities, areas to the Village to use to provide public services in view of the additional demand on the same to be generated by the Project, the Developer shall convey, without any cost to the Village

approximately 45 acres of the Project site as depicted on Figure No.2 Public Open Space and Public Use Diagram submitted as part of the Environmental Assessment Narrative as follows:

- a. The Developer shall at no cost to the Village, design and construct, substantially in accordance with the drawings and specifications set forth on Conceptual Landscape Plan SP-3.1 through SP-3.3, the Waterfront Open Space and associated waterfront improvements (including, without limitation, rip rap repair substantially in accordance with the description in the Responses to DEIS Comments on p. FEIS II. B-117 of the FEIS), the West Parcel Central Park, the West Parcel Village Green consistent with the Balsley concept plan relative to the topographic relationship between the Village Green and Ichabod's Landing, the Expanded Buffer Area, and a new emergency and pedestrian access to serve Kingsland Point Park. The Developer shall provide design and construction plans described above with the Village and consult on a timely basis to the Village with respect to the same to the end that upon the completion of construction, such lands and improvements thereon shall be conveyed to and accepted by the Village at no cost to it, and the Village shall take the dedication of such property for public recreation purposes in lieu of the payment with respect to the Project of any recreation fee under Section 19B-5 of the Sleepy Hollow Code .

### **The Village Green and Block H Waterfront**

Upon the installation of adjacent Roadway A, the Village Green and waterfront open space up to the first belvedere (the Block H Waterfront) will be improved with the hardscape elements installed and the areas to be landscaped temporarily sodded or

otherwise stabilized. No temporary or permanent Certificate of Occupancy will be issued for Building H until completion of the landside landscape treatments for the Village Green and Block H Waterfront area, exclusive of in-water improvements. Permitting for the in-water improvements for the Block H Waterfront, including but not limited to the pier, rip rap repair and belvedere, shall be diligently pursued by the developer concurrent with site plan application to the Village associated with Building H.

### **Block M Waterfront**

No temporary or permanent certificate of occupancy for Building M shall be issued until completion of the waterfront open space area between the first and second belvedere (the Block M Waterfront). Permitting for the in-water improvements for the Block M Waterfront, including, but not limited to, the rip rap repair, and belvedere, shall be diligently pursued by the developer concurrent with site plan application with the Village for Building M.

### **Block R Waterfront**

In the event that the building identified as Building R on the RDCP gets built sequentially after Building M, then no temporary or permanent certificate of occupancy shall be issued until the waterfront open space adjacent to Building R (the Block R Waterfront) is completed. In the event that Building R is not built and the Building M and Block Q Waterfronts have been completed, an interim pedestrian access with a minimum of 20 feet of width shall be provided across the Future Block R Waterfront to connect the two completed Waterfront areas. At the time a building

permit is issued for Building R, the interim pedestrian access may be rerouted along the street sidewalks fronting on Block R to facilitate construction of Building R and the Block R Waterfront. No temporary or permanent certificate of occupancy for Building R shall be issued until the Block R Waterfront is finished. Permitting for the in-water improvements for the Block R Waterfront, including but not limited to the rip rap repair, bulkhead and dock and dine dock, shall be diligently pursued by the developer concurrent with site plan application to the Village associated with Block R.

### **Block Q Waterfront**

No temporary or permanent certificate of occupancy shall be issued for any building in Block Q until completion of the waterfront open space area adjacent to said block between the terminus of Beekman Place and beginning of the Expanded Buffer Area adjacent to Kingsland Point Park is completed (the Block Q Waterfront) including the proposed boathouse/interpretive center. Permitting for the in-water improvements for the Block Q Waterfront, including but not limited to the rip rap repair, boat launch and dock and walk-in boat access shall be diligently pursued by the developer concurrent with site plan application to the Village associated with Block Q.

### **The Expanded Buffer Area**

No temporary or permanent certificate of occupancy for any unit in Block P or O facing the Expanded Buffer area shall be issued until said Expanded Buffer Area adjacent to said Blocks is completed.

### **Central Park**

Any unit requiring a temporary or permanent certificate of occupancy from Buildings F, E1 or E2 shall require the adjacent Central Park Block to be completed.

No temporary or permanent certificate of occupancy will be issued for any unit facing the Central Park from Block J will be issued until the adjacent Central Park block is completed.

No temporary or permanent certificate of occupancy will be issued for any unit facing the Central Park from Block P will be issued until the adjacent Central Park block is completed.

The Village shall cooperate with the Applicant and the Developer regarding implementation of any off-site remediation or related monitoring required by NYSDEC including the granting of temporary access across any open space areas that may be controlled by the Village in the future.

- b.* Without payment or other consideration to the Applicant or the Developer, portions of the Site as identified to be conveyed on Environmental Assessment Narrative Figure 2, Public Open Space and Public Use Diagram shall be conveyed to the Village or its designee as follows: (i) within 90 days after the later of (x) issuance by the New York State Department of Environmental Conservation (“DEC”) of a Certificate of Completion (or equivalent document acknowledging that remedial action is complete, final remedy has been constructed, or no further remedial action is required) to the Applicant for the remediation of the West Parcel (y) the completion of the parks and improvements described in Condition 9.a of this Resolution and (z) the obtainment of all subdivision approvals needed to make such conveyance, the Developer shall

convey the areas noted as “To Be Dedicated to the Village of Sleepy Hollow for Public Use” on the Concept Plan (along with the easement shown on the Concept Plan for unlimited access from the traffic circle at the west end of Road One to the Metro-North railroad tracks) to the Village or its designee; (ii) within 90 days after the later of the issuance by DEC of a Certificate of Completion (or equivalent document acknowledging that remedial action is complete, final remedy has been constructed, or no further remedial action is required) to the Applicant for the remediation of the South Parcel, and the obtainment of all subdivision approvals needed to make such conveyance, the Developer shall convey the identified portions of such parcel to the Village or its designee; and (iii) within 90 days after the later of the issuance by DEC of a Certificate of Completion (or equivalent document acknowledging that remedial action is complete, final remedy has been constructed, or no further remedial action is required) to the Applicant for the remediation of the East Parcel exclusive of methane mitigation and placement of the final cap and the obtainment of all subdivision approvals needed to make such conveyance, the Developer shall, to the extent each transferee agrees to accept it, convey approximately eight acres of the East Parcel for the benefit of Historic Hudson Valley for enhancement of the Philipsburg Manor Upper Mills historic site and the balance of the East Parcel to the Village or its designee. Nothing in this Resolution is intended to control or limit the terms and conditions of any such transfer to Historic Hudson Valley.

10. To protect the public from exposure to hazardous substances or petroleum products (collectively, “Contaminants”) on the Project Site, the Developer shall comply with the remedial requirements of Federal and State law and DEC applicable to releases of

Contaminants and to respond within a reasonable period of time to reasonable inquiries from the Village about site conditions and such compliance. At the completion of each principal phase of remediation and construction, the Developer will have the Site surveyed to identify the location of remedial and related development components, including the boundaries of all remedial excavations, demarcation barrier, the cap, and the location of utility trenches. The survey will provide GPS coordinates for incorporation into a final site plan.

11. The Project site shall be the subject of an environmental easement granted by the Developer to the DEC under Title 36 of Article 71 of the Environmental Conservation Law. If such easement does not also run to the benefit of the Village, then the Developer shall grant a like easement to the Village in form and substance acceptable to the Village Attorney. Such easement or easements shall be filed with the Land Records Division of the Westchester County Clerk's Office and will be binding upon all future owners of the portions of the Project site covered by the easement.
12. The Developer shall provide insurance to the Village to cover it for third party claims for injuries or damages arising from residual Contaminants on the Project site and (to the extent commercially available) for the costs of additional remediation required by either NYSDEC or the United States Environmental Protection Agency. Such insurance shall be written by carriers with an A.M. Best's rating of B+ or better, with a deductible or self-insured retention no greater than \$1,000,000, an aggregate limit of not less than \$10,000,000, and a policy term of at least 10 years (except the term for Coverages B and E may be limited to five years). The form of such insurance shall be for Coverages A, B, C, D, E, F, G., H, and I as defined in AIG's standard Pollution Legal Liability Insurance

Policy (or equivalent policy if the insurer is not AIG), plus coverage, if commercially available, for regulatory reopeners.

13. In accordance with the milestones set forth in Paragraph 4 of the Agreement made August 29, 2002 between Old GM and the Village, the Developer shall submit a Phase 1 site plan and subdivision application to the Village Planning Board and shall diligently process such applications. The subdivision application shall include, at a minimum, separate parcels for The Waterfront Open Space, the portion of the East Parcel intended to be for the benefit of Historic Hudson Valley for enhancement of the Philipsburg Manor Upper Mills historic site, the portion of the East Parcel intended to be for public uses by the Village, the portion of the South Parcel intended to be for public uses by the Village, and that portion of the West Parcel associated with the first phase of development.
14. Prior to the issuance of any building permits:
  - a. A performance bond shall be submitted by the Developer in a sum determined by the Village's Consulting Engineer and Building Inspector and shall be furnished to and accepted by the Village, to guarantee the satisfactory and complete installation of all Phase 1 Site Development public infrastructure and public improvements including public open space, as determined appropriate by the Village's Consulting Engineer and Building Inspector in consultation with the Developer, including, but not limited to sewage, water, drainage, roads, sediment and erosion control measures, and approved as to form to the satisfaction of the Village Attorney. A separate bond shall also be furnished in a sum determined by the Building Inspector, Village's Consulting Engineer and Administrator in consultation with the Developer to guarantee repair of



any damage to Beekman Avenue or other Village roads caused by Project construction traffic activity in an amount equal to the reasonably anticipated cost of repair. Bonds for all public improvements associated with further phases of Site Development shall be determined as set forth above. Notwithstanding the foregoing, the Developer will not be required to post bonds for public improvements beyond the extent that the same may have been required by the provisions of the Village Code in existence as of January 1, 2010.

15. Construction activities on the Project Site shall be conducted in conformance with the Village of Sleepy Hollow Noise Ordinance. With respect to construction related activities associated with pile driving, slab removal, blasting activities and slab crushing, those activities shall not be permitted on Saturdays within 500 feet of a residence currently existing at the time of issuance of this Special Permit. The Developer, for good cause, may petition the Village Board for relief from this requirement and the Village Noise Ordinance relative to construction related activities described above.
16. In order to provide for efficient mass transit utilization and minimization of potential traffic generation, the Developer shall provide a shuttle service from the Project to the Tarrytown train station. The Developer shall provide, at its cost, three 20-25 seat shuttle buses at full build-out. A deed restriction or other similar instrument assuring the operation of the shuttle service as long as deemed necessary by the Village Board, or until such time as a new train station may be constructed on-site shall be provided by the Developer. The shuttle service may be implemented incrementally as the Project is constructed. However, the operation of a minimum of one shuttle bus must commence before, or upon the issuance of, the certificate of occupancy for the 100th dwelling unit.

The shuttle service will be required to operate during the Metro-North peak AM and PM weekday service hours and shall continue until such time as there may be a new rail station at Lighthouse Landing. The shuttle shall be made available to all Project residents and employees at no fare to these riders.

17. The Developer shall provide a detailed landscape maintenance plan to the Village Board and post appropriate landscape maintenance bonds to remain in effect for two years to ensure that landscape plantings on the Project Site, including the waterfront park and open space, are established and maintained in a healthy and vigorous growing condition. The bonds shall be in a reasonable amount equal to a portion of the cost of the landscaping as determined by the Village Building Inspector and Village Administrator, in consultation with the Developer, and in a form satisfactory to the Village Attorney.
18. The Developer shall obtain certification of the Project under the United States Green Building Council's Leadership in Energy and Environmental Design (LEED) for Neighborhood Development (LEED-ND) program. Further the Village Board shall require that the larger buildings (above 90,000 square feet) be designed in such a way that, in the professional opinion of the Applicant's LEED Accredited Professional, the building could qualify for LEED Certification using the LEED for New Construction rating system, Version 2.2, as defined by the US Green Building Council, or as may be amended from time to time, or superseded with more state of the art specifications. The Developer shall be encouraged to achieve LEED Silver level certifiability, but in no case less than Certified Level. Similar qualification of the townhomes for the Energy Star Qualified Attached Homes National Builder Option Package (Energy Star) shall be submitted by the Developer during the applicable phase of Site Plan review. When an application for a

building permit has been filed for a particular building, the Developer shall be required to utilize the then current standard as set forth in the US Green Buildings Council for LEED New Construction Certification Level and the Energy Star program as appropriate.

19. If requested by the Village, the Developer shall work cooperatively and in a timely manner with the Village to apply to Westchester County and such other funding agencies as may have funds available for the purpose of implementing the Village's Waterfront/Open Space Master Plan, including those proposed at the Project.
20. The Developer shall provide at least 40 affordable senior rental units and 21 workforce affordable housing rental units, both in conformance with Westchester County affordability guidelines, (a maximum household income of 80 percent of the County median income). The administration of the affordable housing units will be determined by the Village Board.
21. In connection with roadway infrastructure improvements within the Village of Sleepy Hollow identified in the Findings Statement, the Developer shall either replace or pay \$20,000 for each on-street parking space removed up to a maximum of \$320,000. These funds shall be paid to the Village prior to the issuance of the certificate of occupancy for the 300,000th square foot of new development. Other roadway infrastructure improvements within the Village of Sleepy Hollow shall be completed by the Developer prior to the issuance of the certificate of occupancy covering the 300,000<sup>th</sup> square foot of new development.
22. The Developer shall contribute its fair share for traffic calming measures in the Miller Park area in the neighboring Village of Tarrytown. In addition, the Developer shall contribute

towards its fair share of an emergency signal preemptive system. The New York State Department of Transportation could consider an emergency signal pre-emptive system in its long-range regional improvement plan.

23. The Developer shall use diligent, good faith efforts to cause all of the required traffic mitigation measures outside Sleepy Hollow which are described above to be implemented by all applicable jurisdictions, including the NYS Department of Transportation and the Village of Tarrytown. However, the Developer's financial responsibility for such improvements shall be limited to its "fair share" of the costs of such improvements which are not required solely due to the project. The Developer's fair share shall be determined by an independent traffic engineer to be selected jointly by the Village of Sleepy Hollow and the Developer. In the event that the Developer's good faith offer to pay its fair share of any improvement is not accepted by the applicable jurisdiction and/or such jurisdiction declines to make the improvement, the Developer shall post a bond or other reasonable security for its fair share of the cost of those traffic improvements, as defined above. Such bond shall be maintained by the Village of Sleepy Hollow for the benefit of the other jurisdictions for a period of five years after site plan approval of Phase I is granted. Each jurisdiction shall have a period of five years after site plan approval of Phase I to accept the Developer's fair share and implement the improvements for which the fair share was offered. Upon the expiration of this period, any remaining security shall be returned to the Developer, and thereafter the Developer shall not have any further obligation with respect to the improvements.

24. As provided for in Section 62-5.1.O of the Village Code, this Special Permit will expire one year from the date of the adoption of this Resolution; provided, however, if the Project Site

is restored to fully taxable state, or deemed to be so restored pursuant to Paragraph 1 of this Resolution, within such year, then this Special Permit shall not expire until one year from the issuance of Site Plan approval (as evidenced by the signature of the Chairman of the Planning Board on the approved Site Plan) for Phase 1 Site Development if a building permit is not applied for from the Village of Sleepy Hollow, with a 3 month extension for good cause available from the Building Inspector. The times set forth herein shall be tolled during the pendency of any litigation by a party other than the Applicant or any entity acting on behalf of the Applicant or of any moratorium affecting the Project adopted by any legislative body having jurisdiction over it. This Resolution and the Special Permit are based upon years of study, public meetings, environmental reviews, lawsuits, negotiations, bankruptcy proceedings and other activities which have lead to the drafting of a balanced document in which carefully prepared authorizations, limitations, conditions, land transfers and payment obligations have been woven into an integrated whole in which each part is interdependent upon every other part and inextricably bound to each other. Therefore, if any part of this Resolution or the Special Permit is found by a court of law in response to litigation instituted by the Applicant or any entity acting on behalf of the Applicant to be illegal, unenforceable, ultra vires, arbitrary or capricious, or requiring modification, then the remaining provisions of this Resolution and the Special Permit shall cease to be effective, it being the finding of the Village Board that the provisions are not severable nor separable.

25. On or before 10 days from the date of the adoption of this Resolution granting the Special Permit and approving the Riverfront Development Concept Plan, the Applicant shall:

- a. Pay \$125,000 to the Village representing all fees due to the Village under SEQRA and Section 19B of the Village Code with respect to the Project for application and other

fees incurred prior to the date of such adoption (except for those incurred during the preparation of the environmental review for the Environmental Assessment Narrative and Special Permit); and

- b.* Simultaneously deliver to the Village Stipulations of Discontinuance executed by Old GM or the Applicant, as the case may be, for all lawsuits pending against the Village brought by Old GM or the Applicant, except that there is no obligation on the part of the Applicant to obtain the signature of Roseland on such stipulations,

and the Special Permit shall not be deemed to have been granted, nor be effective, until such payment and delivery has been completed including all escrow fees and other fees incurred during the preparation of the environmental review for the Environmental Assessment Narrative and Special Permit owed to the Village by the Applicant; and be it further

RESOLVED, that all requirements, conditions, and mitigation measures related to the Project as set forth herein shall constitute express conditions of this special permit and shall constitute obligations and are binding upon the heirs, successors and assigns of the Applicant and Developer, respectively, and shall be enforceable by the Village Board or its designated representative; and be it further

RESOLVED, that the Village is hereby authorized and directed to settle all pending litigation it has with Old GM and the applicant on the terms set forth in these resolutions, and the Village Attorney and Keane & Beane, P.C., acting singly, are each authorized and directed simultaneously with the receipt of the \$125,000 and the Stipulations of Discontinuances referred to above from Old GM and the Applicant to deliver executed Stipulations of Discontinuances

from the Village in all pending litigation involving the Village and Old GM and/or the  
Applicant: and be it further

RESOLVED, that a certified copy of these Resolutions be transmitted to the Village of  
Sleepy Hollow Planning Board.

Moved:\_\_\_\_\_ Seconded:\_\_\_\_\_ Vote:\_\_\_\_\_

